



Amendment No. 8
to
Agreement No. 4700 NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH &
MENTAL RETARDATION CTR**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN
(Main Mental Health Services)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Million Eight Hundred Thirty Seven Thousand Three Hundred Forty dollars (\$2,837,340)**. The total Agreement amount is recapped below:

	Term	Agreement Change Amount	Total Agreement Amount
Basic Term:	(Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add Funds to Agreement and Modify Exhibits		\$ 40,987	\$ 1,823,016
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2017 – Sept. 30, 2018)		\$ 1,823,016	\$ 3,646,032
Amendment No. 3: Add Funds to Agreement and Modify Exhibits		\$ 45,575	\$ 3,691,607
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)		\$ 1,868,591	\$ 5,560,198
Amendment No. 5: Add Funds to Agreement and Modify Exhibits		\$ 130,000	\$ 5,690,198
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2019 – Sept. 30, 2020)		\$ 1,998,591	\$ 7,688,789
Amendment No. 7: Add Funds to Agreement and modify Exhibits		\$ 150,000	\$ 7,838,789

Amendment No. 8: Exercise Extension Option #4 and Add FY19-20 Funds to Agreement (Oct. 1, 2020 – Sept. 30, 2021)	\$ 2,837,340	\$ 10,676,129
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3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 9/22/2020]

4.0 MBE/WBE goals were not established for this Agreement.

5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE


Signature:


AUSTIN TRAVIS COUNTY MENTAL
HEALTH & MENTAL RETARDATION CTR
DBA INTEGRAL CARE *by David Welden*
David Evans, Chief Executive Officer *CAO/LFO*
1430 Collier Street
Austin, TX 78704

Date: 9/22/2020

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 9/28/2020

Program Work Statement

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care, is a non-tax-based local governmental entity, and, as the designated Local Mental Health Authority (LMHA) and Local Intellectual and Developmental Disability Authority (LIDDA), is the only public agency in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed Integral Care to serve over 29,000 Austin/ Travis County residents with critical, evidence-based mental health and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our community. The City of Austin, in turn, can utilize Integral Care's ability to leverage its dollars and be assured that safety net services are in place. The City of Austin's match leverages contracts from the State of Texas and the United States Department of Housing and Urban Development. These contracts include program service targets that were derived with the expectation that additional funding is required. In addition to the local match, an array of funding sources include private insurance, Medicaid, Medicare, Health Maintenance Organizations amongst others. Therefore, the LMHA and LIDDA contract program service targets are combined to be the same reporting targets required in this Agreement. The State of Texas legally designated Integral Care as our Community's Local Mental Health Authority and Local Intellectual and Developmental Disabilities Authority, placing Integral Care in a specialized role. A key aspect of Integral Care's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. Integral Care's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that Integral Care performs include:

- **ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT** – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- **LOCAL AND COMMUNITY PLANNING** – As the designated local mental health and intellectual and developmental disabilities designated authorities, Integral Care is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), Integral Care incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health.
- **COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY** – Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- **DISASTER PREPAREDNESS AND RESPONSE** – Integral Care provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - Ensure consumer, staff and community safety
 - Decrease adverse mental health effects following a disaster
 - Prevent long-term trauma, and
 - Foster short and long-term adaptive functioning
- **OUTREACH AND PREVENTION** – Integral Care provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin Public Health Department, Integral Care also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; Integral

Program Work Statement

Care/APD co-facilitation of mental health training for the Crisis Intervention Team (CIT), Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. Integral Care also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This low cost (to consumers) event draws more than 700 consumers and their families each year.

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – Integral Care engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g.; applying for grants and partnering with other organizations).
- **NETWORK DEVELOPMENT AND MANAGEMENT** – Integral Care actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support Integral Care's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring.
- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** -- Integral Care performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. Integral Care authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. Integral Care also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services.
- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** – Integral Care monitors and evaluates service delivery and provider performance including providing information to Integral Care's Board of Trustees.

2. **IDD** -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). Integral Care's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, Integral Care works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County.

Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training

Program Work Statement

- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing Facilities
- Community First Choice (CFC)
- Assessments

Target Population to be served:

- Adults and children with IDD diagnosis in Austin/Travis County
- Consumer financial eligibility shall be determined by criteria established by HHSC

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. Integral Care provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at Integral Care is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment.

Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
 - Assertive community treatment team
 - Co-occurring psychiatric and substance use disorders treatment
 - Continuity of care for state mental health facilities
 - Homeless services
 - Housing coordination
 - Individual counseling
 - Individual and group rehabilitation skills training
 - Integrated mental health services in a primary care setting
 - Jail diversion program
 - Medication support
 - Peer recovery and support services
 - Supported employment
 - Supported housing
 - Pre Admission Screening and Resident Review (PASRR)
- Consumer financial eligibility shall be determined by criteria established by HHSC

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition

Program Work Statement

• Transportation

Consumer financial eligibility shall be determined by criteria established by HHSC

Crisis Services

Integral Care has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Help Line
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services
- Extended Observation Unit (EOU)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

Integral Care uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- Priority population with behavioral health and/or developmental disabilities (including substance use)
- Priority and target populations as defined by state, local federal and private funders
- Other populations, as determined by Integral Care's Board of Trustees that meet community needs
- Children with multiple needs who are part of the Children's Integrated Funding Initiative
- Other disabled or populations with related conditions determined to be in need of Integral Care services
- Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who:

- Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- Consumer financial eligibility shall be determined by criteria established by HHSC

*State funding for this program will end August 31, 2020

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5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program funds a half-time Program Manager position, .75 of an administrative assistant, a half time certified medical assistant, five full-time outreach and engagement specialists, a half-time Advanced Nurse Practitioner, and a full-time licensed clinician all working together to link consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

- Adult homeless population
- Consumer financial eligibility shall be determined by criteria established by HHSC

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. Integral Care will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- Adult 100% chronically homeless population

7. PATH Expansion- PATH expansion Contract Start 10/01/2018. The program periods 10/1/2019 – 9/30/2020 & 10/1/2020-09/30/2021 will continue funding the activities and/or expenses needed for expansion of the PATH Team by four FTEs (and associated costs) to the PATH team, for total funding of \$280,000 each program period in addition to the match of PATH funding (see #5 above). These positions will expand outreach, engagement, and connection to services. Two of these positions will be staff dedicated to provide outreach and engagement specific to the City of Austin's work at and around encampments.

Target Population to be served:

- Adult homeless population throughout Austin/Travis County, with special focus on areas outside the downtown core
- An individual can be enrolled in the PATH expansion program regardless of disability or substance use diagnosis
- Consumer financial eligibility shall be determined by criteria established by HHSC

8. Behavioral Health Expansion for COVID19 Response (BHECOVID-19) – pertains to the purchases, activities and services delivered on July 1, 2020-December 30, 2020 during program periods 10/01/2019-09/30/2020 & 10/01/2020-09/30/2021

As part of the Austin/Travis County Emergency Operations Center response to the COVID-19 pandemic, Protective Lodging (ProLodge) and Isolation Facility (IsoFac) non-congregate shelters have been activated. These facilities are critical components of the infection control strategy to prevent and mitigate spread of disease, and reduce the burden on hospital and healthcare systems. Integral Care provides two on-site staff members at each location to proactively address and respond to mental health and substance use needs of individuals staying as temporary guests. Expanded behavioral health services are provided at the IsoFac and each of the five ProLodges, including case management, connection to benefits and appropriate services, access to psychiatric and nursing services, medication assistance, as well as connection to housing opportunities and basic needs to support mental health, stability and wellness. Tracking, coordination, and reporting of services is accomplished through multiple information systems, including Integral Care's electronic health records systems, the local Homeless Management Information System (HMIS), and the COVID-19

Program Work Statement

ProLodge Teams site as directed by City staff assigned to the pandemic response .

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match

Program Period 10/01/2019- 09/30/2020 for programs 2,3,4,5,6,7,8

-Due: November 15, 2019; December 15, 2019; January 15, 2020; February 15, 2020; March 15, 2020; April 15, 2020; May 15, 2020; June 15, 2020; July 15, 2020; August 15, 2020; September 15, 2020; October 15, 2020

-Payment: \$1,363,775 total

Program Period 10/01/2020-09/30/2021 for Programs 2,3,5,6,7,8

-Due: November 15, 2020; December 15, 2020; January 15, 2021; February 15, 2021; March 15, 2021; April 15, 2021; May 15, 2021; June 15, 2021; July 15, 2021; August 15, 2021; September 15, 2021; October 15, 2021

-Payment: \$1,363,775 total

Local Community Planning Updates

Program Period 10/01/2019- 09/30/2020

·Due: November 15, 2019; February 15, 2020; May 15, 2020; August 15, 2020

·Payment: \$25,000 per approved report

Program Period 10/01/2020-09/30/2021

·Due: November 15, 2020; February 15, 2021; May 15, 2021; August 15, 2021

·Payment: \$25,000 per approved report

Outreach and Prevention Report Updates

Program Period 10/01/2019- 09/30/2020

·Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020

·Payment: \$25,000 per approved report

Program Period 10/01/2020-09/30/2021

·Due: December 15, 2020; March 15, 2021; June 15, 2021; September 15, 2021

·Payment: \$25,000 per approved report

Disaster Preparedness and Response Updates

Program Period 10/01/2019- 09/30/2020

·Due: January 15, 2020; July 15, 2020

·Payment: \$50,000 per approved report

Program Period 10/01/2020-09/30/2021

·Due: January 15, 2021; July 15, 2021

·Payment: \$50,000 per approved report

PATH Expansion Report Updates Include:

1. Number of unduplicated eligible persons that received outreach services during the reporting quarter

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2. Number of unduplicated persons who are homeless and have a serious mental illness (SMI) and/or a substance use disorder that received outreach services during the reporting quarter
3. Number of outreach contacts made to PATH clients who enrolled during the reporting quarter
4. Number of unduplicated enrolled PATH clients who receive community mental health services during the reporting quarter
5. Year to date number of unduplicated eligible persons enrolled

Program Period 10/01/2019- 09/30/2020

- Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020

- Payment: \$32,500 per approved report

Program Period 10/01/2020-09/30/2021

- Due: December 15, 2020; March 15, 2021; June 15, 2021; September 15, 2021

- Payment: \$70,000 per approved report

Behavioral Health Expansion for COVID-19 Response Updates Include: Number of crisis services, number of unduplicated clients served, number of services provided, and lessons learned narrative

- Due: October 15, 2020 for reporting period July 1, 2020 - September 30, 2020

- Submission: Uploaded into PartnerGrants

- Payment: \$311,177

- Due: January 15, 2021 for reporting period October 1, 2020 - December 30, 2020

- Submission: Upload into PartnerGrants

- Payment: \$377,572

MAIN Mental Health Program Annual Report

Program period 10/01/2019- 09/30/2020

- Due: February 15, 2020

- Payment: \$204,816 per approved report

Program Period 10/01/2020-09/30/2021

- Due: February 15, 2021

- Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting

Program period 10/01/2019- 09/30/2020

- Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

Program Period 10/01/2020-09/30/2021

- Due: January 15, 2021; April 15, 2020; July 15, 2020; October 15, 2020

Quarterly Zip Code & Demographics (QZD)

Program period 10/01/2019- 09/30/2020

- Reporting for programs 2,3,4,5,6,7,8

- Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

Program Period 10/01/2020-09/30/2021

- Reporting for program 2,3,5,6,7,8

Program Work Statement

·Due: January 15, 2021; April 15, 2021; July 15, 2021; October 15, 2021

Mid-Year Spending Plan

·Due: May 1, 2020 Program period 10/01/2019- 09/30/2020

·Due: May 1, 2021 Program Period 10/01/2020-09/30/2021

Administrative & Fiscal Review

·Due: May 28, 2020 Program period 10/01/2019- 09/30/2020

·Due May 28, 2021 Program Period 10/01/2020-09/30/2021

Contract Progress Report

·Due: 60 days after each annual Agreement period end date

Contract Closeout Report

·Due: 60 days after termination or expiration of each Agreement

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5:00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

Deliverable Description	Due	Supporting Documentation Required	Payment Amount	Fund %
Program Period 10/01/2019-09/30/2020 Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, 6, 7 and 8 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in PartnerGrants for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6,7,8) above, with Match percentage breakdown. Due date is consistent with the terms and conditions outlined in the agreement	1,363,775.00	27.35
Program Period 10/01/2020-09/30/2021 Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 5, 6, 7, and 8 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in PartnerGrants for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,5,6,7,8) above, with Match percentage breakdown. Due date is consistent with the terms and conditions outlined in the agreement.	1,363,775.00	27.35

Program Work Statement

1	Local Community Planning (LCP) Update	11/15/2019	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in PartnerGrants)	25,000.00	0.50
2	Outreach & Prevention (O&P) Update	12/15/2019	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness; such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, and Mental Health First Aid Training, with an annual goal of 20 events (Upload into Expenditure Report in PartnerGrants) PATH Exp - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion. (Upload into Expenditure Report in Partner Grants)	25,000.00	0.50
3	Disaster Preparedness & Response (DP&R) Update	01/15/2020	(DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in PartnerGrants)	50,000.00	1.00
4	Local Community Planning (LCP) Update	02/15/2020	same as LCP Update Requirements above	25,000.00	0.50
5	MAIN Annual Report	02/15/2020	Annual Report includes Outcomes (Upload into January's Expenditure Report in PartnerGrants, due February 15th)	204,816.00	4.11

Program Work Statement

6	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	03/15/2020	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	118,333.00	2.37
7	Local Community Planning (LCP) Update	05/15/2020	same as LCP Update Requirements above	25,000.00	0.50
8	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	06/15/2020	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	118,333.00	2.37
9	Disaster Preparedness & Response (DP&R) Update	07/15/2020	same as DP&R Update Requirements above	50,000.00	1.00
10	Local Community Planning (LCP) Update	08/15/2020	same as LCP Update Requirements above	25,000.00	0.50
11	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	09/15/2020	Same as O&P Update Requirements above PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	118,334.00	2.37
12	BHECOVID-19 Update	10/15/2020	BHECOVID-19 Update Requirements - Number of crisis services, number of unduplicated clients served, number of services provided, lessons learned narrative.(Upload into Expenditure Report in Partner Grants)	311,177.00	6.24
13	Local Community Planning (LCP) Update	11/15/2020	Same as LCP Update requirements above	25,000.00	0.50
14	Outreach & Prevention (O&P) Update PATH Exp Update	12/15/2020	Same as O&P Update Requirements above PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	95,000.00	1.91

Program Work Statement

15	Disaster Preparedness & Response (DP&R) Update BHECOVID-19 Update	01/15/2021	Same as DP&R Update Requirements above BHECOVID-19 Update Requirements - Number of crisis services, number of unduplicated clients served, number of services provided, lessons learned narrative.(Upload into Expenditure Report in Partner Grants)	427,572.00	8.58
16	Local Community Planning (LCP) Update	02/15/2021	Same as LCP update requirements above	25,000.00	0.50
17	MAIN Annual Report	02/15/2021	Annual Report includes Outcomes (Upload into January's Expenditure Report in PartnerGrants, due February 15th)	204,816.00	4.11
18	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	03/15/2021	Same as O&P Update Requirements above PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	95,000.00	1.91
19	Local Community Planning (LCP) Update	05/15/2021	Same as LCP Update requirements above	25,000.00	0.50
20	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	06/15/2021	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	95,000.00	1.91
21	Disaster Preparedness & Response (DP&R) Update	07/15/2021	Same as DP&R Update Requirements above	50,000.00	1.00
22	Local Community Planning (LCP) Update	08/15/2021	same as LCP Update Requirements above	25,000.00	0.50
23	Outreach & Prevention (O&P) Update PATH Expansion (PEx) Update	09/15/2021	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 4 FTE expansion. (Upload into Expenditure Report in PartnerGrants)	95,000.00	1.91
				4,985,931.00	99.99



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Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 6/30/2020]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$2,148,591 (Two Million One Hundred Forty Eight Thousand Five Hundred Ninety One dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 7.2.2020

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 7/16/2020

Program Work Statement

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center dba Integral Care, is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government collaboration has allowed Integral Care to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our community. The City of Austin, in turn, can utilize Integral Care's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development. The State of Texas legally designated Integral Care as our community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authorities, placing Integral Care in a specialized role. A key aspect of Integral Care's Authority roles is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. Integral Care's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that Integral Care performs include :

- ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- LOCAL AND COMMUNITY PLANNING – As the designated local mental health and intellectual and developmental disabilities designated authorities, Integral Care is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), Integral Care incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health.
- COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY -- Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- DISASTER PREPAREDNESS AND RESPONSE – Integral Care provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - Ensure consumer, staff and community safety
 - Decrease adverse mental health effects following a disaster
 - Prevent long-term trauma, and
 - Foster short and long-term adaptive functioning
- OUTREACH AND PREVENTION -- Integral Care provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community- wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin Public Health Department, Integral Care also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; Integral Care/APD co- facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. Integral Care also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—

Program Work Statement

through culturally sensitive education, supports and partnerships. This low cost (to consumers) event draws more than 700 consumers and their families each year.

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – Integral Care engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and collaborating with other organizations).
- **NETWORK DEVELOPMENT AND MANAGEMENT** -- Integral Care actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support Integral Care's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring.
- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** -- Integral Care performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. Integral Care authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. Integral Care also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services.
- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** -- Integral Care monitors and evaluates service delivery and provider performance including providing information to Integral Care's Board of Trustees .

2. **IDD** -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). Integral Care's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, Integral Care works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County.

Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Care Coordination
- Eligibility determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing Facilities
- Community First Choice (CFC)
- Assessments

Program Work Statement

Target Population to be served:

- Adults and children with IDD diagnosis in Austin/Travis County
- Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided.

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. Integral Care provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at Integral Care is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment.

Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)
- Veteran's services

Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided.

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Program Work Statement

Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided.

Crisis Services - Integral Care has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Help Line
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services
- Extended Observation Unit (EOU)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

Integral Care uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- Priority population with behavioral health and/or developmental disabilities (including substance use)
- Priority and target populations as defined by state, local federal and private funders
- Other populations, as determined by Integral Care's Board of Trustees that meet community needs
- Children with multiple needs who are part of the Children's Integrated Funding Initiative
- Other disabled or populations with related conditions determined to be in need of Integral Care services
- Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who:

- Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised.

Program Work Statement

Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program funds a half-time Program Manager position, .75 of an administrative assistant, a half time certified medical assistant, five full-time outreach and engagement specialists, a half-time Advanced Nurse Practitioner, and a full-time licensed clinician all working together to link consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

- Adult homeless population
- Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. Integral Care will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- Adult 100% chronically homeless population

7. PATH Expansion- PATH expansion Contract Start 10/01/2018. This program period 10/1/2019 – 9/30/2020 will continue funding the activities and/or expenses needed for expansion of the PATH Team by four FTEs (and associated costs) to the PATH team, for total funding of \$280,000 in addition to the match of PATH funding (see #5 above). These positions will expand outreach, engagement, and connection to services. Two of these positions will be staff dedicated to provide outreach and engagement specific to the City of Austin's work at and around encampments.

Target Population to be served:

- Adult homeless population throughout Austin/Travis County, with special focus on areas outside the downtown core.
- An individual can be enrolled in the PATH expansion program regardless of disability or substance use diagnosis .
- Consumer financial eligibility shall be determined by criteria established by HHSC.

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5, 6

·Due: November 15, 2019; December 15, 2019; January 15, 2020; February 15, 2020; March 15, 2020; April 15, 2020; May 15, 2020; June 15, 2020; July 15, 2020; August 15, 2020; September 15, 2020; October 15, 2020

·Payment: \$1,363,775 total

Local Community Planning Updates

·Due: November 15, 2019; February 15, 2020; May 15, 2020; August 15, 2020

·Payment: \$25,000 per approved report

Outreach and Prevention Report Updates

·Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020

Program Work Statement

·Payment: \$25,000 per approved report

Disaster Preparedness and Response Updates

·Due: January 15, 2020; July 15, 2020

·Payment: \$50,000 per approved report

PATH Expansion Updates Include:

1. Number of unduplicated eligible persons that received outreach services during the reporting quarter
2. Number of unduplicated persons who are homeless and have a serious mental illness (SMI) and/or a substance use disorder who received outreach services during the reporting quarter
3. Number of outreach contacts made to PATH clients who enrolled during the reporting quarter
4. Number of unduplicated enrolled PATH clients who receive community mental health services during the reporting quarter
5. Year to date number of unduplicated eligible persons enrolled

·Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020

·Payment: \$32,500 per approved report

MAIN Mental Health Program Annual Report

·Due: February 15, 2020

·Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting

·Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

The total number of unduplicated clients targeted by the State performance and Federally-funded contracts (programs 2, 3, 4, 5 and 6 mentioned above) is 9,754. This target is not determined by Integral Care. The City of Austin match funding is approximately 7.04% of the total budgets of the programs it matches, but Integral Care will instead report the total number of clients served. Therefore, Integral Care will target to serve 9,754 unduplicated clients per program period (12 months).

Quarterly Zip Code & Demographics (QZD) reporting

·Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

Mid-Year Spending Plan

·Due: May 1, 2020

Administrative & Fiscal Review

·Due: May 28, 2020

Contract Progress Report

·Due: 60 days after annual Agreement period end date

Program Work Statement

Contract Closeout Report

·Due: 60 days after termination or expiration of Agreement

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5:00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

	Deliverable Description	Due	Supporting Documentation Required	Payment Amount	Fund %
	Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTK for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Due by 5pm on the 15th of each month following the calendar month of expenses.	1,363,775.00	68.24
1	Local Community Planning (LCP) Update #1	11/15/2019	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	25,000.00	1.25
2	Outreach & Prevention (O&P) Update #1	12/15/2019	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK)	25,000.00	1.25

Program Work Statement

3	Disaster Preparedness & Response (DP&R) Update #1	01/15/2020	(DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	50,000.00	2.50
4	Local Community Planning (LCP) Update #2	02/15/2020	same as LCP Update Requirements above	25,000.00	1.25
5	MAIN Annual Report	02/15/2020	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	204,816.00	10.25
6	Outreach & Prevention (O&P) Update #2 and PATH Expansion (PEx) Update #1	03/15/2020	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion. (Upload into Expenditure Report in CTK)	118,333.00	3.42
7	Local Community Planning (LCP) Update #3	05/15/2020	same as LCP Update Requirements above	25,000.00	1.25
8	Outreach & Prevention (O&P) Update #3 and PATH Expansion (PEx) Update #2	06/15/2020	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion. (Upload into Expenditure Report in CTK)	118,333.00	3.42
9	Disaster Preparedness & Response (DP&R) Update #2	07/15/2020	same as DP&R Update Requirements above	50,000.00	2.50
10	Local Community Planning (LCP) Update #4	08/15/2020	same as LCP Update Requirements above	25,000.00	1.25
11	Outreach & Prevention (O&P) Update #4 and PATH Expansion (PEx) Update #3	09/15/2020	same as O&P Update Requirements above. PEx Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion. (Upload into Expenditure Report in CTK)	118,334.00	3.42
				2,148,591.00	100.00



Amendment No. 6
to
Agreement No. 9100 NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN
(Main Mental Health Services)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Million Nine Hundred Ninety Eight Thousand Five Hundred Ninety One dollars (\$1,998,591)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,987	\$ 1,823,016
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 1,823,016	\$ 3,646,032
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 45,575	\$ 3,691,607
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,868,591	\$ 5,560,198
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 130,000	\$ 5,690,198
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 1,998,591	\$ 7,688,789

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 8/21/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$1,998,591 (*One Million Nine Hundred Ninety Eight Thousand Five Hundred Ninety One dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

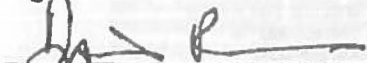
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8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date:

9.24.19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

10-30-19

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 Contract End Date 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 Program End Date 9/30/2020 \$1,998,591.00

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center dba Integral Care, is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed Integral Care to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize Integral Care's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated Integral Care as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing Integral Care in a specialized role. A key aspect of Integral Care's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. Integral Care's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

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 - > Ensure consumer, staff and community safety

Created 5/15/2019 12:31:00 PM

Last Modified, If Applicable 8/21/2019 10:06:00 AM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 Contract End Date 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 Program End Date 9/30/2020 \$1,998,591.00

- > Decrease adverse mental health effects following a disaster
- > Prevent long-term trauma, and
- > Foster short and long-term adaptive functioning

- **OUTREACH AND PREVENTION** – Integral Care provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin Public Health Department, Integral Care also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; Integral Care/APD co- facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. Integral Care also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This low cost (to consumers) event draws more than 700 consumers and their families each year.
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- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** – Integral Care monitors and evaluates service delivery and provider performance including providing information to Integral Care's Board of Trustees.

2. IDD -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and

Created 5/15/2019 12:31:00 PM

Last Modified, If Applicable 8/21/2019 10:06:00 AM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 *Contract End Date* 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 *Program End Date* 9/30/2020 **\$1,998,591.00**

authority services for individuals with intellectual and developmental disabilities (IDD). Integral Care's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, Integral Care works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County.

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> Adults and children with IDD diagnosis in Austin/Travis County

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Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 *Contract End Date* 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 *Program End Date* 9/30/2020 \$1,998,591.00

- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

Crisis Services

Integral Care has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Help Line
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services
- Extended Observation Unit (EOU)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 ***Program End Date*** 9/30/2020 **\$1,998,591.00**

Target Population to be served:

Integral Care uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by Integral Care's Board of Trustees that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of Integral Care services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who:

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program funds a half-time Program Manager position, .75 of an administrative assistant, a half time certified medical assistant, five full-time outreach and engagement specialists, a half-time Advanced Nurse Practitioner, and a full-time licensed clinician all working together to link consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

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Program Work Statement

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Total Program Period Amount

Program Start Date 10/1/2019 *Program End Date* 9/30/2020 \$1,998,591.00

> Adult homeless population

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. Integral Care will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

> Adult 100% chronically homeless population

7. PATH Expansion- PATH expansion Contract Start 10/01/2018. This program period 10/1/2019 – 9/30/2020 will continue funding the activities and/or expenses needed for expansion of the PATH Team by two FTEs (and associated costs) to the PATH team, for total funding of \$130,000 in addition to the match of PATH funding (see #5 above). These positions will expand outreach, engagement, and connection to services.

Target Population to be served:

> Adult homeless population throughout Austin/Travis County, with special focus on areas outside the downtown core

> An individual can be enrolled in the PATH expansion program regardless of disability or substance use diagnosis.

> Consumer financial eligibility shall be determined by criteria established by HHSC.

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5, 6

Due: November 15, 2019; December 15, 2019; January 15, 2020; February 15, 2020; March 15, 2020; April 15, 2020; May 15, 2020; June 15, 2020; July 15, 2020; August 15, 2020; September 15, 2020; October 15, 2020
Payment: \$1,363,775 total

Local Community Planning Updates

Due: November 15, 2019; February 15, 2020; May 15, 2020; August 15, 2020
Payment: \$25,000 per approved report

Outreach and Prevention Report Updates

Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020
Payment: \$25,000 per approved report

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2020

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2019 ***Program End Date*** 9/30/2020 **\$1,998,591.00**

Disaster Preparedness and Response Updates

Due: January 15, 2020; July 15, 2020

Payment: \$50,000 per approved report

PATH Expansion Updates Include:

- 1 Number of unduplicated eligible persons that received outreach services during the reporting quarter.
- 2 Number of unduplicated persons who are homeless and have a serious mental illness (SMI) and/ or a substance use disorder that received outreach services during the reporting quarter.
- 3 Number of outreach contacts made to PATH clients who enrolled during the reporting quarter.
- 4 Number of unduplicated enrolled PATH clients who receive community mental health services during the reporting quarter
- 5 Year to date number of unduplicated eligible persons enrolled

Due: December 15, 2019; March 15, 2020; June 15, 2020; September 15, 2020

Payment: \$32,500 per approved report

MAIN Mental Health Program Annual Report

Due: February 15, 2020

Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting

Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

The total number of unduplicated clients targeted by the State performance and Federally-funded contracts (programs 2, 3, 4, 5 and 6 mentioned above) is 5805. This target is not determined by Integral Care.

The City of Austin match funding is approximately 6.58% of the total budgets of the programs it matches. Therefore, Integral Care will target to serve 382 unduplicated clients per program period (12 months).

Quarterly Zip Code & Demographics (QZD) reporting

Due: January 15, 2020; April 15, 2020; July 15, 2020; October 15, 2020

Mid-Year Spending Plan

Due: May 1, 2020

Administrative & Fiscal Review

Due: May 28, 2020

Contract Progress Report

Due: 60 days after annual Agreement period end date

Contract Closeout Report

Due: 60 days after termination or expiration of Agreement

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Program Period Term

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Program Start Date 10/1/2019 Program End Date 9/30/2020 \$1,998,591.00

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5.00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

Deliverable Description	Due	Supporting Documentation Required	Payment Amount	Percent of Total Funding
Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTK for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Due by 5.00 pm on the 15th of each month following the calendar month of expenses.	\$1,363,775.00	68.24
Local Community Planning (LCP) Update #1	11/15/2019	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	\$25,000.00	1.25
Outreach & Prevention (O&P) Update #1 and PATH Expansion (PEX) Update #1	12/15/2019	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK) PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)	\$57,500.00	2.88
Disaster Preparedness & Response (DP&R) Update #1	1/15/2020	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health	\$50,000.00	2.50

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Program Work Statement

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Total Program Period Amount

Program Start Date	10/1/2019	Program End Date	9/30/2020	\$1,998,591.00	
			crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)		
Local Community Planning (LCP) Update #2	2/15/2020	same as LCP Update Requirements above		\$25,000.00	1.25
MAIN Annual Report	2/15/2020	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)		\$204,816.00	10.25
Outreach & Prevention (O&P) Update #2 and PATH Expansion (PEX) Update #2	3/15/2020	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)		\$57,500.00	2.88
Local Community Planning (LCP) Update #3	5/15/2020	same as LCP Update Requirements above		\$25,000.00	1.25
Outreach & Prevention (O&P) Update #3 and PATH Expansion (PEX) Update #3	6/15/2020	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)		\$57,500.00	2.88
Disaster Preparedness & Response (DP&R) Update #2	7/15/2020	same as DP&R Update Requirements above		\$50,000.00	2.50
Local Community Planning (LCP) Update #4	8/15/2020	same as LCP Update Requirements above		\$25,000.00	1.25
Outreach & Prevention (O&P) Update #4 and PATH Expansion (PEX) Update #4	9/15/2020	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion (Upload into Expenditure Report in CTK)		\$57,500.00	2.88



Amendment No. 5
to
Agreement No. NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN
(Main Mental Health Services)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is **One Hundred Thirty Thousand dollars (\$130,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,987	\$ 1,823,016
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 1,823,016	\$ 3,646,032
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 45,575	\$ 3,691,607
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,868,591	\$ 5,560,198
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 130,000	\$ 5,690,198

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 2/12/2018]

Exhibit D – Homeless Management Information System (HMIS) Reporting Requirements is added to the Agreement.

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 36 month term shall not exceed the amount approved by City Council, which is \$5,690,198 (*Five Million Six Hundred Ninety Thousand One Hundred Ninety Eight dollars*), and \$1,998,591 (*One Million Nine Hundred Ninety Eight Thousand Five Hundred Ninety One dollars*) per remaining 12 month extension option, for a total Agreement amount of \$9,687,380. Continuation of the Agreement beyond the initial 36 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$1,998,591 (*One Million Nine Hundred Ninety Eight Thousand Five Hundred Ninety One dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 2.22.19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 3.13.19

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2018 **Program End Date** 9/30/2019 **\$1,998,591.00**

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center dba Integral Care, is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed Integral Care to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize Integral Care's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated Integral Care as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing Integral Care in a specialized role. A key aspect of Integral Care's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. Integral Care's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that Integral Care performs include:

- **ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT** – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- **LOCAL AND COMMUNITY PLANNING** – As the designated local mental health and intellectual and developmental disabilities designated authorities, Integral Care is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), Integral Care incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health.
- **COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY** -- Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- **DISASTER PREPAREDNESS AND RESPONSE** – Integral Care provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:

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Program Work Statement

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- > Ensure consumer, staff and community safety
- > Decrease adverse mental health effects following a disaster
- > Prevent long-term trauma, and
- > Foster short and long-term adaptive functioning

- **OUTREACH AND PREVENTION** – Integral Care provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin Public Health Department, Integral Care also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; Integral Care/APD co-facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. Integral Care also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This low cost (to consumers) event draws more than 700 consumers and their families each year.
- **RESOURCE DEVELOPMENT AND MANAGEMENT** – Integral Care engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and partnering with other organizations).
- **NETWORK DEVELOPMENT AND MANAGEMENT** – Integral Care actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support Integral Care's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring.
- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** – Integral Care performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. Integral Care authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. Integral Care also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services.
- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** – Integral Care monitors and evaluates service delivery and provider performance including providing information to Integral Care's Board of Trustees.

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2. IDD – The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). Integral Care's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, Integral Care works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County.

Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver Interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing Facilities
- Community First Choice (CFC)
- Assessments

Target Population to be served:

> Adults and children with IDD diagnosis in Austin/Travis County

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided.

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. Integral Care provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at Integral Care is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment.

Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake

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- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

Crisis Services

Integral Care has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Help Line
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)

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- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services
- Extended Observation Unit (EOU)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

Integral Care uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by Integral Care's Board of Trustees that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of Integral Care services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who:

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

Program Work Statement

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Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2019

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Total Program Period Amount

Program Start Date 10/1/2018 ***Program End Date*** 9/30/2019 ***\$1,998,591.00***

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program funds a half-time Program Manager position, .75 of an administrative assistant, a half time certified medical assistant, five full-time outreach and engagement specialists, a half-time Advanced Nurse Practitioner, and a full-time licensed clinician all working together to link consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

> Adult homeless population

> Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. Integral Care will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

> Adult 100% chronically homeless population

7. PATH Expansion- PATH expansion beginning in the 10/1/2018 – 9/30/2019 Program Period will add two FTEs to the PATH team, for total funding of \$130,000 in addition to the match of PATH funding (see #5 above). These positions will expand outreach, engagement, and connection to services.

Target Population to be served:

> Adult homeless population throughout Austin/Travis County, with special focus on areas outside the downtown core

> An individual can be enrolled in the PATH expansion program regardless of disability or substance use diagnosis.

> Consumer financial eligibility shall be determined by criteria established by HHSC.

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5, 6

Due: November 15, 2018; December 15, 2018; January 15, 2019; February 15, 2019; March 15, 2019; April 15, 2019; May 15, 2019; June 15, 2019; July 15, 2019; August 15, 2019; September 15, 2019; October 15, 2019

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Last Modified, If Applicable 2/12/2019 10:30:00 AM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2018 **Program End Date** 9/30/2019 **\$1,998,591.00**

Payment: \$1,363,775 total

Local Community Planning Updates

Due: November 15, 2018; February 15, 2019; May 15, 2019; August 15, 2019

Payment: \$25,000 per approved report

Outreach and Prevention Report Updates

Due: December 15, 2018; March 15, 2019; June 15, 2019; September 15, 2019

Payment: \$25,000 per approved report

Disaster Preparedness and Response Updates

Due: January 15, 2019; July 15, 2019

Payment: \$50,000 per approved report

PATH Expansion Updates Include:

- 1 Number of unduplicated eligible persons that received outreach services during the reporting quarter.
- 2 Number of unduplicated persons who are homeless and have a serious mental illness (SMI) and/ or a substance use disorder that received outreach services during the reporting quarter.
- 3 Number of outreach contacts made to PATH clients who enrolled during the reporting quarter.
- 4 Number of unduplicated enrolled PATH clients who receive community mental health services during the reporting quarter
- 5 Year to date number of unduplicated eligible persons enrolled

Due: March 15, 2019; June 15, 2019; September 15, 2019

Payment: \$43,333 per first 2 approved reports, \$43,334 for the third report

MAIN Mental Health Program Annual Report

Due: February 15, 2019

Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting

Due: January 15, 2019; April 15, 2019; July 15, 2019; October 15, 2019

The total number of unduplicated clients targeted by the State performance and Federally-funded contracts (programs 2, 3, 4, 5 and 6 mentioned above) is 5805. This target is not determined by Integral Care.

The City of Austin match funding is approximately 6.58% of the total budgets of the programs it matches. Therefore, Integral Care will target to serve 382 unduplicated clients per program period (12 months).

Quarterly Zip Code & Demographics (QZD) reporting

Due: January 15, 2019; April 15, 2019; July 15, 2019; October 15, 2019

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Program Work Statement

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Contract Start Date 10/1/2016 **Contract End Date** 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2018 **Program End Date** 9/30/2019 **\$1,998,591.00**

Mid-Year Spending Plan
Due: May 1, 2019

Administrative & Fiscal Review
Due: May 28, 2019

Contract Progress Report
Due: 60 days after annual Agreement period end date

Contract Closeout Report
Due: 60 days after termination or expiration of Agreement

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5:00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

Deliverable Description	Due	Supporting Documentation Required	Payment Amount	Percent of Total Funding
Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTK for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Due by 5pm on the 15th of each month following the calendar month of expenses.	\$1,363,775.00	68.24
Local Community Planning (LCP) Update #1	11/15/2018	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	\$25,000.00	1.25
Outreach & Prevention (O&P) Update #1	12/15/2018	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, Mental Health First Aid Training -- with an	\$25,000.00	1.25

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date	10/1/2018	Program End Date	9/30/2019	\$1,998,591.00
		annual goal of 20 events (Upload into Expenditure Report in CTK)		
Disaster Preparedness & Response (DP&R) Update #1	1/15/2019	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	\$50,000.00	2.50
Local Community Planning (LCP) Update #2	2/15/2019	same as LCP Update Requirements above	\$25,000.00	1.25
MAIN Annual Report	2/15/2019	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	\$204,816.00	10.25
Outreach & Prevention (O&P) Update #2 and PATH Expansion (PEX) Update #1	3/15/2019	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)	\$68,333.00	3.42
Local Community Planning (LCP) Update #3	5/15/2019	same as LCP Update Requirements above	\$25,000.00	1.25
Outreach & Prevention (O&P) Update #3 and PATH Expansion (PEX) Update #2	6/15/2019	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)	\$68,333.00	3.42
Disaster Preparedness & Response (DP&R) Update #2	7/15/2019	same as DP&R Update Requirements above	\$50,000.00	2.50
Local Community Planning (LCP) Update #4	8/15/2019	same as LCP Update Requirements above	\$25,000.00	1.25
Outreach & Prevention (O&P) Update #4 and PATH Expansion (PEX) Update #3	9/15/2019	same as O&P Update Requirements above. PEX Update Requirements - Quarterly report of 5 outputs listed in work statement for the 2 FTE expansion.(Upload into Expenditure Report in CTK)	\$68,334.00	3.42

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2018 ***Program End Date*** 9/30/2019 ***\$1,998,591.00***

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.



Amendment No. 4
to
Agreement No. NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN
(Main Mental Health Services)

- 1.0** The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0** The total amount for this Amendment to the Agreement is **One Million Eight Hundred Sixty Eight Thousand Five Hundred Ninety One dollars (\$1,868,591)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,987	\$ 1,823,016
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 1,823,016	\$ 3,646,032
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 45,575	\$ 3,691,607
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,868,591	\$ 5,560,198

- 3.0** The following changes have been made to the original Agreement EXHIBITS:
- Exhibit A.1 -- Program Work Statement (Deliverables)** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 7/28/2018]
- 4.0** MBE/WBE goals were not established for this Agreement.
- 5.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 8/10/18

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10-10-18

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 Contract End Date 9/30/2019

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2018 Program End Date 9/30/2019 \$1,868,591.00

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center dba Integral Care, is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed Integral Care to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize Integral Care's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated Integral Care as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing Integral Care in a specialized role. A key aspect of Integral Care's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. Integral Care's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that Integral Care performs include:

- ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- LOCAL AND COMMUNITY PLANNING – As the designated local mental health and intellectual and developmental disabilities designated authorities, Integral Care is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), Integral Care incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health
- COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY -- Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- DISASTER PREPAREDNESS AND RESPONSE – Integral Care provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - > Ensure consumer, staff and community safety
 - > Decrease adverse mental health effects following a disaster
 - > Prevent long-term trauma, and
 - > Foster short and long-term adaptive functioning
- OUTREACH AND PREVENTION -- Integral Care provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin Public Health Department,

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Program Work Statement

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Integral Care also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; Integral Care/APD co-facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. Integral Care also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This free (to consumers) event draws more than 700 consumers and their families each year

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – Integral Care engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and partnering with other organizations)
- **NETWORK DEVELOPMENT AND MANAGEMENT** -- Integral Care actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support Integral Care's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring
- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** -- Integral Care performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. Integral Care authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. Integral Care also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services
- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** -- Integral Care monitors and evaluates service delivery and provider performance including providing information to the Board of Trustees

2. **IDD** -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). Integral Care's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, Integral Care works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County. Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing

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Program Work Statement

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Total Program Period Amount

Program Start Date 10/1/2018 ***Program End Date*** 9/30/2019 ***\$1,868,591.00***

Facilities

- Community First Choice (CFC)
- Assessments

Target Population to be served:

- > Adults and children with IDD diagnosis in Austin/Travis County
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. Integral Care provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at Integral Care is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment. Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Crisis Services

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Program Start Date 10/1/2018 ***Program End Date*** 9/30/2019 **\$1,868,591.00**

Integral Care has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Hotline
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services (The INN)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

Integral Care uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by Integral Care's Board of Trustees, that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of Integral Care services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by DSHS with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program has six outreach and engagement specialists, two psychiatrists, a certified medical assistant and a licensed clinical supervisor linking consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

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Target Population to be served:

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6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. Integral Care will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- > Adult 100% chronically homeless population

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5 and 6

Due on the 15th of the following months: November 2018, December 2018, January 2019, February 2019, March 2019, April 2019, May 2019, June 2019, July 2019, August 2019, September 2019, October 2019

Payment: \$1,363,775 total

Local Community Planning Updates

Due November 15, 2018, February 15, 2019, May 15, 2019, August 15, 2019

Payment: \$25,000 per approved report

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Due December 15, 2018, March 15, 2019, June 15, 2019, September 15, 2019

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Due May 1, 2019

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Due 60 days after termination or expiration of Agreement

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Local Community Planning (LCP) Update #1	11/15/2018	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	\$25,000.00	1.34
Outreach & Prevention (O&P) Update #1	12/15/2018	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care,	\$25,000.00	1.34

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Total Program Period Amount

Program Start Date	10/1/2018	Program End Date	9/30/2019	\$1,868,591.00	
			cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK)		
Disaster Preparedness & Response (DP&R) Update #1	1/15/2019	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	\$50,000.00	2.68	
Local Community Planning (LCP) Update #2	2/15/2019	same as LCP Update Requirements above	\$25,000.00	1.34	
MAIN Annual Report	2/15/2019	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	\$204,816.00	10.96	
Outreach & Prevention (O&P) Update #2	3/15/2019	same as O&P Update Requirements above	\$25,000.00	1.34	
Local Community Planning (LCP) Update #3	5/15/2019	same as LCP Update Requirements above	\$25,000.00	1.34	
Outreach & Prevention (O&P) Update #3	6/15/2019	same as O&P Update Requirements above	\$25,000.00	1.34	
Disaster Preparedness & Response (DP&R) Update #2	7/15/2019	same as DP&R Update Requirements above	\$50,000.00	2.68	
Local Community Planning (LCP) Update #4	8/15/2019	same as LCP Update Requirements above	\$25,000.00	1.34	
Outreach & Prevention (O&P) Update #4	9/15/2019	same as O&P Update Requirements above	\$25,000.00	1.34	



Amendment No. 3
to
Agreement No. NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN
(Main Mental Health Services)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Forty Five Thousand Five Hundred Seventy Five dollars (\$45,575)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,987	\$ 1,823,016
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 1,823,016	\$ 3,646,032
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 45,575	\$ 3,691,607

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 12/6/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 24 month term shall not exceed the amount approved by City Council, which is **\$3,691,607 (Three Million Six Hundred Ninety One Thousand Six Hundred Seven dollars)**, and **\$1,868,591 (One Million Eight Hundred Sixty Eight Thousand Five Hundred Ninety One dollars)** per remaining 12 month extension option, for a total Agreement amount of

\$9,297,360. Continuation of the Agreement beyond the Initial 24 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

- 5.0 MBE/WBE goals were not established for this Agreement.**
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**
- 8.0 All other Agreement terms and conditions remain the same.**

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE


Signature:


AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 12.21.17

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 2/8/18

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

Overview and Purpose

Austin Travis County Mental Health & Mental Retardation Center dba Austin Travis County Integral Care (ATCIC), is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed ATCIC to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize ATCIC's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated ATCIC as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing ATCIC in a specialized role. A key aspect of ATCIC's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. ATCIC's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that ATCIC performs include:

- **ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT** – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- **LOCAL AND COMMUNITY PLANNING** – As the designated local mental health and intellectual and developmental disabilities designated authorities, ATCIC is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), ATCIC incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health
- **COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY** – Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- **DISASTER PREPAREDNESS AND RESPONSE** – ATCIC provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - > Ensure consumer, staff and community safety
 - > Decrease adverse mental health effects following a disaster
 - > Prevent long-term trauma, and
 - > Foster short and long-term adaptive functioning
- **OUTREACH AND PREVENTION** – ATCIC provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin/Travis County Health and Human Services Department,

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Last Modified, If Applicable 12/6/2017 2:07:00 PM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

ATCIC also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; ATCIC/APD co- facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. ATCIC also hosts the Central Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This free (to consumers) event draws more than 700 consumers and their families each year

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – ATCIC engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and partnering with other organizations)

- **NETWORK DEVELOPMENT AND MANAGEMENT** -- ATCIC actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support ATCIC's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring

- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** – ATCIC performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. ATCIC authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. ATCIC also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services

- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** – ATCIC monitors and evaluates service delivery and provider performance including providing information to the Board of Trustees

2. **IDD** – The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). ATCIC's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, ATCIC works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County. Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

Facilities

- Community First Choice (CFC)
- Assessments

Target Population to be served:

- > Adults and children with IDD diagnosis in Austin/Travis County
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. ATCIC provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at ATCIC is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment. Adult services in the HHSC

Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Crisis Services

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

ATCIC has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department. Crisis services include:

- 24/7 Crisis Hotline
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services (The INN)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

ATCIC uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by ATCIC's Board of Trustees, that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of ATCIC services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by DSHS with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program has six outreach and engagement specialists, two psychiatrists, a certified medical assistant and a licensed clinical supervisor linking consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

Target Population to be served:

- > Adult homeless population
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. ATCIC will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- > Adult 100% chronically homeless population

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5 and 6

Due on the 15th of the following months: November 2017, December 2017, January 2018, February 2018, March 2018, April 2018, May 2018, June 2018, July 2018, August 2018, September 2018, October 2018

Payment: \$1,363,775 total

Local Community Planning Updates

Due November 15, 2017, February 15, 2018, May 15, 2018, August 15, 2018

Payment: \$25,000 per approved report

Outreach and Prevention Report Updates

Due December 15, 2017, March 15, 2018, June 15, 2018, September 15, 2018

Payment: \$25,000 per approved report

Disaster Preparedness and Response Updates

Due: January 15, 2018, July 15, 2018

Payment: \$50,000 per approved report

MAIN Mental Health Program Annual Report

Due February 15, 2018

Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting

Due January 15, 2018, April 15, 2018, July 15, 2018, October 15, 2018

The total number of unduplicated clients targeted by the State performance and Federally-funded contracts (programs 2, 3, 4, 5 and 6 mentioned above) is 5805. This target is not determined by Integral Care.

The City of Austin match funding is approximately 6.58% of the total budgets of the programs it matches. Therefore, Integral Care will target to serve 382 unduplicated clients per program period (12 months).

Quarterly Zip Code & Demographics (QZD) reporting

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,868,591.00**

Due January 15, 2018, April 15, 2018, July 15, 2018, October 15, 2018, September 15, 2018

Mid-Year Spending Plan
Due May 1, 2018

Administrative & Fiscal Review
Due May 28, 2018

Contract Progress Report
Due 60 days after annual Agreement period End Date

Contract Closeout Report
Due 60 days after termination or expiration of Agreement

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5:00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

Deliverable Description	Due	Supporting Documentation Required	Payment Amount	Percent of Total Funding
Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTK for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Due by 5pm on the 15th of each month following the calendar month of expenses.	\$1,363,775.00 0	72.98
Local Community Planning (LCP) Update #1	11/15/2017	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	\$25,000.00	1.34
Outreach & Prevention (O&P) Update #1	12/15/2017	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care,	\$25,000.00	1.34

Created 10/4/2016 1:35:00 PM

Last Modified, If Applicable 12/6/2017 2:07:00 PM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date	Program End Date	9/30/2018	\$1,868,591.00	
		cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK)		
Disaster Preparedness & Response (DP&R) Update #1	1/15/2018	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	\$50,000.00	2.68
Local Community Planning (LCP) Update #2	2/15/2018	same as LCP Update Requirements above	\$25,000.00	1.34
MAIN Annual Report	2/15/2018	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	\$204,816.00	10.96
Outreach & Prevention (O&P) Update #2	3/15/2018	same as O&P Update Requirements above	\$25,000.00	1.34
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Outreach & Prevention (O&P) Update #3	6/15/2018	same as O&P Update Requirements above	\$25,000.00	1.34
Disaster Preparedness & Response (DP&R) Update #2	7/15/2018	same as DP&R Update Requirements above	\$50,000.00	2.68
Local Community Planning (LCP) Update #4	8/15/2018	same as LCP Update Requirements above	\$25,000.00	1.34
Outreach & Prevention (O&P) Update #4	9/15/2018	same as O&P Update Requirements above	\$25,000.00	1.34



City of Austin Purchasing Office Note to File

REFERENCE CONTRACT: MA 9100 NG170000008

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement based on the exemption a(4) a procurement for personal, professional, or planning services. This exemption is based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased.



Amendment No. 2
to
Agreement No. NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Million Eight Hundred Twenty Three Thousand and Sixteen dollars (\$1,823,016)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,987	\$ 1,823,016
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- 3.0 The following changes have been made to the original Agreement EXHIBITS:
- Exhibit A.1 -- Program Work Statement (Deliverables)** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 10/13/2017]
- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

**AUSTIN TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704**

Date: 10-12-17

CITY OF AUSTIN

Signature: _____

**City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767**

Date: 10/25/17

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,823,016.00**

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The State of Texas legally designated ATCIC as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing ATCIC in a specialized role. A key aspect of ATCIC's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. ATCIC's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

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Last Modified, If Applicable 10/13/2017 11:29:00 AM

Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,823,016.00**

Facilities

- Community First Choice (CFC)
- Assessments

Target Population to be served:

- > Adults and children with IDD diagnosis in Austin/Travis County
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. ATCIC provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at ATCIC is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment. Adult services in the HHSC

Performance Contract include:

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- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
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- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Crisis Services

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date 10/1/2017 **Program End Date** 9/30/2018 **\$1,823,016.00**

Target Population to be served:

- > Adult homeless population
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. ATCIC will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- > Adult 100% chronically homeless population

SUBMISSION REQUIREMENTS

Monthly Expenditure Report and Payment Requests for Grant Match for Programs 2, 3, 4, 5 and 6
Due on the 15th of the following months: November 2017, December 2017, January 2018, February 2018, April 2018, May 2018, June 2018, July 2018, August 2018, September 2018, October 2018
Payment: \$1,318,200 total

Local Community Planning Updates
Due November 15, 2017, February 15, 2018, May 15, 2018, August 15, 2018
Payment: \$25,000 per approved report

Outreach and Prevention Report Updates
Due December 15, 2017, March 15, 2018, June 15, 2018, September 15, 2018
Payment: \$25,000 per approved report

Disaster Preparedness and Response Updates
Due: January 15, 2018, July 15, 2018
Payment: \$50,000 per approved report

MAIN Mental Health Program Annual Report
Due February 15, 2018
Payment: \$204,816 per approved report

Quarterly Program Performance (QPP) reporting
Due January 15, 2018, April 15, 2018, July 15, 2018, October 15, 2018

The total number of unduplicated clients targeted by the State performance and Federally-funded contracts (programs 2, 3, 4, 5 and 6 mentioned above) is 5805. This target is not determined by Integral Care.
The City of Austin match funding is approximately 6.58% of the total budgets of the programs it matches. Therefore, Integral Care will target to serve 382 unduplicated clients per program period (12 months).

Quarterly Zip Code & Demographics (QZD) reporting

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Program Work Statement

Contract Term

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2018

Program Period Term

Total Program Period Amount

Program Start Date	Program End Date		9/30/2018	\$1,823,016.00
		cultural competency practice, Mental Health First Aid Training – with an annual goal of 20 events (Upload into Expenditure Report in CTK)		
Disaster Preparedness & Response (DP&R) Update #1	1/15/2018	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster – such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	\$50,000.00	2.74
Local Community Planning (LCP) Update #2	2/15/2018	same as LCP Update Requirements above	\$25,000.00	1.37
MAIN Annual Report	2/15/2018	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	\$204,816.00	11.24
Outreach & Prevention (O&P) Update #2	3/15/2018	same as O&P Update Requirements above	\$25,000.00	1.37
Local Community Planning (LCP) Update #3	5/15/2018	same as LCP Update Requirements above	\$25,000.00	1.37
Outreach & Prevention (O&P) Update #3	6/15/2018	same as O&P Update Requirements above	\$25,000.00	1.37
Disaster Preparedness & Response (DP&R) Update #2	7/15/2018	same as DP&R Update Requirements above	\$50,000.00	2.74
Local Community Planning (LCP) Update #4	8/15/2018	same as LCP Update Requirements above	\$25,000.00	1.37
Outreach & Prevention (O&P) Update #4	9/15/2018	same as O&P Update Requirements above	\$25,000.00	1.37



Amendment No. 1
to
Contract No. NG170000008
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER**
DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Forty Thousand Nine Hundred Eighty Seven dollars (\$40,987)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2016 – Sept. 30, 2017)	n/a	\$ 1,782,029
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 40,987	\$ 1,823,016

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.1 -- Program Work Statement (Deliverables) is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement (Deliverables)**. [Revised 12/28/2016]

Exhibit E – Business Associate Agreement is added to the Contract.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 12 month term shall not exceed the amount approved by City Council,

which is \$1,823,016 (*One Million Eight Hundred Twenty Three Thousand and Sixteen dollars*), and \$1,823,016 (*One Million Eight Hundred Twenty Three Thousand and Sixteen dollars*) per 12 month extension option, for a total Agreement amount of \$9,115,080. Continuation of the Agreement beyond the initial 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.6.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.6.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8 Grantee Policies and Procedures.

4.8.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.9.2 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.10.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.10.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.10.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.2.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.8.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.2.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the

Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. To the extent required by applicable law, rule, or regulation, Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature: _____

**AUSTIN-TRAVIS COUNTY MENTAL
HEALTH AND MENTAL RETARDATION
CENTER DBA AUSTIN TRAVIS COUNTY
INTEGRAL CARE**

**David Evans, Executive Director
1430 Collier Street
Austin, TX 78704**

Date: 4.27.17

CITY OF AUSTIN

Signature: _____

**City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767**

Date: 5/24/17

Program Work Statement

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2017 ***Total Amount*** \$1,823,016.00

Overview and Purpose

Output: Total Number of Unduplicated Clients Served = 402 (City funded percentage of Total Programs)

Austin Travis County Mental Health & Mental Retardation Center dba Austin Travis County Integral Care (ATCIC), is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed ATCIC to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize ATCIC's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated ATCIC as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing ATCIC in a specialized role. A key aspect of ATCIC's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. ATCIC's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that ATCIC performs include:

- **ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT** – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- **LOCAL AND COMMUNITY PLANNING** – As the designated local mental health and intellectual and developmental disabilities designated authorities, ATCIC is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), ATCIC incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health
- **COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY** – Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- **DISASTER PREPAREDNESS AND RESPONSE** – ATCIC provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - > Ensure consumer, staff and community safety
 - > Decrease adverse mental health effects following a disaster
 - > Prevent long-term trauma, and
 - > Foster short and long-term adaptive functioning
- **OUTREACH AND PREVENTION** – ATCIC provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin/Travis County Health and Human Services Department, ATCIC also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; ATCIC/APD co-facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. ATCIC also hosts the Central

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,823,016.00

Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This free (to consumers) event draws more than 700 consumers and their families each year

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – ATCIC engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and partnering with other organizations)

- **NETWORK DEVELOPMENT AND MANAGEMENT** -- ATCIC actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support ATCIC's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring

- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** -- ATCIC performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. ATCIC authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. ATCIC also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services

- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** -- ATCIC monitors and evaluates service delivery and provider performance including providing information to the Board of Trustees

2. **IDD** -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). ATCIC's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, ATCIC works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County. Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing Facilities
- Community First Choice (CFC)
- Assessments

Target Population to be served:

- > Adults and children with IDD diagnosis in Austin/Travis County
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

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Program Work Statement

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2017 ***Total Amount*** \$1,823,016.00

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. ATCIC provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at ATCIC is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment. Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Crisis Services

ATCIC has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Hotline
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services (The INN)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

ATCIC uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,823,016.00

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by ATCIC's Board of Trustees, that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of ATCIC services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by DSHS with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program has six outreach and engagement specialists, two psychiatrists, a certified medical assistant and a licensed clinical supervisor linking consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

- > Adult homeless population
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. ATCIC will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- > Adult 100% chronically homeless population

Program Work Statement

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2017 ***Total Amount*** \$1,823,016.00

ADDITIONAL REQUIREMENTS*

Quarterly Program Performance (QPP) reporting
Due 1/15/17, 4/15/17, 7/15/17, 10/15/17

Quarterly Zip Code & Demographics (QZD) reporting
Due 1/15/17, 4/15/17, 7/15/17, 10/15/17

Mid-Year Spending Plan
Due after submission of March Payment Request

Administrative & Fiscal Review
Due May 31, 2017

Contract Progress Report
Due 60 days after annual Agreement period End Date

Contract Closeout Report
Due 60 days after termination or expiration of Agreement

*IF A DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THE SUBMISSION DEADLINE IS EXTENDED TO NO LATER THAN 5:00 PM CENTRAL TIME OF THE FIRST WEEKDAY IMMEDIATELY FOLLOWING THE WEEKEND OR HOLIDAY.

Contract Deliverables

<i>Deliverable Description</i>	<i>Due</i>	<i>Supporting Documentation Required</i>	<i>Payment Amount</i>	<i>Percent of Total Funding</i>
Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTX for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Annual Grant Match payment not to exceed \$1,318,205. Due by 5pm on the 15th of each month following the calendar month of expenses.	\$1,318,205.00	72.31
Local Community Planning (LCP) Update #1	11/15/2016	LCP Update Requirements - Regular update of planning, program evaluation/impact, and	\$25,000.00	1.37

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,823,016.00

resource development activities and outcomes that pertain to the services leveraged in this agreement
- Regular update on any resource development activities that result in addressing community service gaps and needs
(Upload into Expenditure Report in CTK)

Outreach & Prevention (O&P) Update #1	12/15/2016	O&P Update Requirements - Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK)	\$25,000.00	1.37
Disaster Preparedness & Response (DP&R) Update #1	1/15/2017	DP&R Update Requirements - Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)	\$50,000.00	2.74
Local Community Planning (LCP) Update #2	2/15/2017	same as LCP Update Requirements above	\$25,000.00	1.37
MAIN Annual Report	2/15/2017	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)	\$204,811.00	11.24
Outreach & Prevention (O&P) Update #2	3/15/2017	same as O&P Update Requirements above	\$25,000.00	1.37
Local Community Planning (LCP) Update #3	5/15/2017	same as LCP Update Requirements above	\$25,000.00	1.37
Outreach & Prevention (O&P) Update #3	6/15/2017	same as O&P Update Requirements above	\$25,000.00	1.37
Disaster Preparedness & Response (DP&R) Update #2	7/15/2017	same as DP&R Update Requirements above	\$50,000.00	2.74
Local Community Planning (LCP) Update #4	8/15/2017	same as LCP Update Requirements above	\$25,000.00	1.37
Outreach & Prevention (O&P) Update #4	9/15/2017	same as O&P Update Requirements above	\$25,000.00	1.37

Created 10/4/2016 1:35:00 PM

Last Modified, If Applicable 12/28/2016 11:35:00 AM

*Austin Travis County Mental Health
& Mental Retardation Ctr*

Main Mental Health Services

Program Work Statement

Contract Start Date 10/1/2016 ***Contract End Date*** 9/30/2017 ***Total Amount*** \$1,823,016.00

Created 10/4/2016 1:35:00 PM

Last Modified, If Applicable 12/28/2016 11:35:00 AM

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



M E M O R A N D U M

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: 11/30/16

TO: Memo to File

FROM: Marty James, Buyer II

RE: MA 9100 NG170000008 Austin Travis County Mental Health & Mental
Retardation Ctr dba Austin Travis County Integral Care (ATCIC)

Please note this agreement was created by the Health and Human Services Department (HHSD) and is administered and maintained by same. There is no procurement function other than the creation of the payment vehicle.



**AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRAVIS COUNTY MENTAL HEALTH AND
MENTAL RETARDATION CENTER
DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE
FOR
SOCIAL SERVICES (DELIVERABLES AGREEMENT)**

AGREEMENT NO. NG170000008

AGREEMENT AMOUNT: \$1,782,029

This Agreement is made by and between the City of Austin ("City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Travis County Mental Health and Mental Retardation Center *dba* Austin Travis County Integral Care ("Grantee"), a Texas community center under Chapter 534 of the Texas Health and Safety Code, having offices at 1430 Collier Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Grantee. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the Program Work Statement, attached hereto as Exhibit A.1 (the "Deliverables").

1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Program Work Statement. The Grantee shall assure that all Agreement provisions are met by the Subgrantee.

1.3 Responsibilities of the City. The City's Agreement Manager will be responsible for exercising for oversight and monitoring of Grantee's performance under this Agreement.

1.3.1 City's Agreement Manager, Edna Staniszewski, or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.3.2 Grantee's Agreement Manager, Louise Lynch, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4 General oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that

may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports.

- 1.5 **Designation of Key Personnel.** If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

- 2.1 **Term of Agreement.** The Agreement shall be in effect for a term of twelve (12) months beginning October 1, 2016 through September 30, 2017, and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

- 2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

SECTION 3. PROGRAM WORK STATEMENT

- 3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in Exhibit A.1, Program Work Statement in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

- 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by City under this Agreement for the initial twelve (12) month term shall not exceed the amount approved by City Council (the "Appropriated" amount"), which is \$1,782,029 (*One Million Seven Hundred Eighty Two Thousand and Twenty Nine dollars*), and \$1,782,029 (*One Million Seven Hundred Eighty Two Thousand and Twenty Nine dollars*) per twelve (12) month extension option, for a total Agreement amount of \$8,910,145. Continuation of the Agreement beyond the initial twelve (12) months is specifically contingent upon the availability and allocation of funding by City Council.

- 4.2 **Requests for Payment.**

Payment to the Grantee shall be due thirty (30) calendar days following receipt by City's Agreement Manager of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using the forms shown at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City's Agreement Manager no later than fifteen (15) calendar days following the end of the month covered by the request and expenditure report. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.

Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement for each monthly Payment Request where a Deliverable is being submitted.

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City

reserves the right to modify the required supporting documentation from time to time, as needed.

4.3 Payment.

4.3.1 All proper requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later. Requests for Payment received without all required information cannot be processed and will be returned to the Grantee.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 Final Payment and Close-Out.

4.5.1 The making and acceptance of final payment will constitute:

4.5.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.5.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.6 Financial Terms.

4.6.1 City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee according to the payment schedule identified in Exhibit A.1, Program Work Statement.

4.6.2 City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Exhibit A.1, Program Work Statement, and any other deliverable required under this Agreement.

4.6.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.6.4 City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement, or b) not billed to City within sixty (60) calendar days following termination date of this Agreement.

4.6.5 Grantee agrees to refund to City any funds paid under this Agreement which City determines have resulted in overpayment to Grantee or which City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Grantee, and City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.6.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.

4.6.7 Grantee is required to utilize an online agreement management system for billing and reporting in accordance with City guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7 Reports.

4.7.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at <http://www.ctkodm.com/austin/> by the deadline outlined in section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.

4.7.2 An annual Agreement closeout report using the forms shown at <http://www.ctkodm.com/austin/> shall be completed by the Grantee and submitted to the City within sixty (60) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.7.3 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.8 **Grantee Policies and Procedures.** Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.9 **Monitoring and Evaluation.**

4.9.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.9.2 Grantee shall provide City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term within twenty (20) working days following the receipt of the final report.

4.9.3 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of minutes of those meetings.

4.10 **Financial Audit of Grantee.**

4.10.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.10.2 If Grantee is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.10.3 Grantee shall agreement with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.10.4 Grantee must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.10.5 City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Grantee's Board of Directors or a committee of the Board.

- 4.10.6 City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Grantee's Board of Directors or a committee of the Board.
- i. Grantee's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
 - ii. In lieu of the Board Certification form, Grantee must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Grantee's financial audit report/financial review will be verified with the Grantee's Board Chair. The City will deem the financial audit report/financial review incomplete if Grantee fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.10.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.10.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.10.9 Right To Audit By Office of City Auditor.

4.10.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.10.9.2 Grantee shall include this audit requirements in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

- 5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.
- 5.3 **Termination For Cause.** In the event of a default by either party hereto, the non-defaulting party shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. If Grantee is the defaulting party, the City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to five (5) years and any Offer submitted by the Grantee may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the non-defaulting party shall be entitled to recover all actual damages, costs, losses and expenses, it incurs as a result of the default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to agreement execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, certificates of insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Contract Management Unit
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage)

and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
- 6.1.2.1.2 Independent Grantee's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days' Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 **Waiver of Subrogation, Form WC 420304, or equivalent coverage**

6.1.2.3.3 **Thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage**

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to

the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.
- 7.2 Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 Compliance with Health, Safety, and Environmental Regulations. The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of

the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. To the extent provided by the laws and Constitution of the State of Texas, and without waiving any governmental immunity or protection to which it may otherwise be entitled, the Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services agreement upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is reasonably determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 TO THE EXTENT PROVIDED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY BE ENTITLED, THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which, in Grantee's reasonable judgment, could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such

claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Grantee also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin, Health and Human Services Department Administrative Services Division	Austin Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care	City of Austin Health and Human Services Dept.
ATTN: Kymberley Maddox, Assistant Director	ATTN: David Evans, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. E	1430 Collier Street	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78704	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

- 8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.
- 8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Grantee invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement with respect to the subject matter described herein. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a agreement interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Agreement.

8.20 Living Wage Policy

[Reserved]

8.21 Subgrantees.

8.21.1 If the Grantee identified Subgrantees in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Grantee shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Grantee shall not initially employ any Subgrantee except as provided in the Grantee's Plan. The Grantee shall not substitute any Subgrantee identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subgrantee shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subgrantee. If a Plan has been approved, the Grantee is additionally required to submit a monthly Subagreement Awards and Expenditures Report to the Agreement Manager and the Purchasing Office Agreement Compliance Manager no later than the tenth calendar day of each month.

8.21.2 Work performed for the Grantee by a Subgrantee shall be pursuant to a written agreement between the Grantee and Subgrantee. The terms of the subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.2.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.2.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.2.3 require SubGrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.2.4 require that all SubGrantees obtain and maintain, throughout the term of their agreement, insurance in the type and amounts specified for the Grantee, with the City being a named insured as its interest shall appear; and

8.21.2.5 require that the Subgrantee indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City.

8.21.3 The Grantee shall be fully responsible to the City for all acts and omissions of the SubGrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.4 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 Survivability of Obligations. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Agreements. By accepting an agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
AND MENTAL RETARDATION CENTER DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE**

Signature: 

Name: David Evans
Printed Name

Title: Chief Executive Officer

Date: 11-16-16

CITY OF AUSTIN

Signature: 

Name: Shawn Willett
PURCHASING OFFICE

Date: 12-1-16

EXHIBITS

Exhibit A.1 Program Work Statement (Deliverables)

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,782,029.00

Overview and Purpose

Output: Total Number of Unduplicated Clients Served = 402 (City funded percentage of Total Programs)

Austin Travis County Mental Health & Mental Retardation Center dba Austin Travis County Integral Care (ATCIC), is a non-tax-based governmental entity, and is the only public agency with a non-profit designation in the Austin/Travis County area qualified to receive certain State and Federal grant allocations through a required local match. The City of Austin has consistently satisfied the requirement for local matching funds through its taxing authority. This government-to-government partnership has allowed ATCIC to serve over 26,000 Austin/Travis County residents with critical, evidence-based mental health, early childhood intervention and intellectual/developmental disability (IDD) services, creating a safety net for those diagnosed with some of the most severe disabilities found in our Community. The City of Austin, in turn, can utilize ATCIC's ability to leverage its dollars and be assured that safety net services are in place. Program service targets in this Agreement represent a percentage of the City of Austin match that leverages contracts from the State of Texas and the United States Department of Housing and Urban Development.

The State of Texas legally designated ATCIC as our Community's Mental Health and Intellectual and Developmental Disabilities (IDD) Local Authority, placing ATCIC in a specialized role. A key aspect of ATCIC's Authority role is the examination of our community's safety net services and the development of, or membership in community collaborations to design responses to emerging mental health and IDD issues. ATCIC's role includes Authority functions that involve the oversight of provider functions, coordination of services, intake and eligibility determination, service interest/wait list management, local planning, and resource development. Authority Services under the Main Mental Health Services Agreement are described below.

Statement of Work

1. Authority Services – The essential authority functions that ATCIC performs include:

- **ADMINISTRATIVE SERVICES ORGANIZATION SUPPORT** – Administrative support and functions provided to local collaboratives such as the Community Advancement Network (CAN) and Integrated Care Collaboration (ICC)
- **LOCAL AND COMMUNITY PLANNING** – As the designated local mental health and intellectual and developmental disabilities designated authorities, ATCIC is responsible for the development of a local service area plan and network plan. In its unique governmental role and function (as required by state law), ATCIC incorporates meaningful community input in planning aimed to reduce duplicative services and resources in the community. One example is the Travis County Plan for Children's Mental Health
- **COORDINATION OF SERVICE SYSTEM WITH THE COMMUNITY** – Such coordination ensures collaboration with other agencies, including local hospitals, nursing facilities, other health and human services agencies, criminal justice entities, Community Resource Coordination Groups (CRCG), child serving agencies, family advocacy organizations, local businesses and other community organizations
- **DISASTER PREPAREDNESS AND RESPONSE** – ATCIC provides guidance, technical assistance and other coordinating efforts with City of Austin and the Central Texas region before, during and after disasters by working to:
 - > Ensure consumer, staff and community safety
 - > Decrease adverse mental health effects following a disaster
 - > Prevent long-term trauma, and
 - > Foster short and long-term adaptive functioning
- **OUTREACH AND PREVENTION** – ATCIC provides free educational materials and information for access to services at more than 20 public events a year. These efforts include, but are not limited to, community-wide suicide prevention services through Mental Health First Aid certification, lethality assessment training, school-based prevention efforts, 24/7 Crisis Hotline and online chat. Through a data-sharing agreement with the Austin/Travis County Health and Human Services Department, ATCIC also monitors local deaths by suicides to identify trends, target prevention and post-vention efforts and enhance public awareness in the community; ATCIC/APD co-facilitation of mental health training for CIT, Mental Health Officers and Cadets; the Austin Community College Mental Health and Wellness Fair and the Expo de La Familia. ATCIC also hosts the Central

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,782,029.00

Texas African American Family Support Conference, which strives to strengthen family and individual awareness of available healthcare services—behavioral and physical—through culturally sensitive education, supports and partnerships. This free (to consumers) event draws more than 700 consumers and their families each year

- **RESOURCE DEVELOPMENT AND MANAGEMENT** – ATCIC engages in efforts to identify alternative funding sources for community gaps and needs derived from community planning and assessments and will ultimately benefit individuals receiving services (e.g., applying for grants and partnering with other organizations)

- **NETWORK DEVELOPMENT AND MANAGEMENT** – ATCIC actively recruits service providers to fill identified community gaps and expand its network to increase consumer choice. Functions that support ATCIC's managed services and managed care operations include continuity of care, quality management, data analysis, contract management, claims adjudication and payment, provider relations, provider enrollment and contract monitoring

- **STATE DESIGNATED CARE AND POPULATION MANAGEMENT** -- ATCIC performs as the single point of access for publicly funded mental health and intellectual and developmental disabilities (IDD) service needs through utilization management. ATCIC authorizes individual requests for access to community based services, state hospitals, State Supported Living Centers, and inmate re-entry that require behavioral health and developmental disability services. ATCIC also manages the wait list for state funded services for behavioral health and the interest list for IDD waiver services

- **OVERSIGHT OF AUTHORITY AND PROVIDER FUNCTIONS** -- ATCIC monitors and evaluates service delivery and provider performance including providing information to the Board of Trustees

2. **IDD** -- The Texas Health and Human Services Commission (HHSC) funded programs provide critical safety net and authority services for individuals with intellectual and developmental disabilities (IDD). ATCIC's IDD Services Division provides services that help individuals and their families choose and access quality and cost-efficient services and supports. Through individualized case management and service coordination, ATCIC works to best meet consumers' unique needs and preferences. This is accomplished through an extensive network of private and public agencies in Austin and Travis County. Services in HHSC IDD programs include:

- Assistive Technology Services and Devices
- Eligibility, Determination and Intakes
- Behavioral Support
- Community Living Options Information Process (CLOIP)
- Community Support Services
- Continuity of Care from State Supported Living Facilities
- Waiver interest list management
- Out of home Crisis Respite Services
- Crisis Intervention Specialist Services
- In Home and Out of Home Respite
- Enhanced Community Coordination
- Nursing
- Personal Care Assistance
- Service Coordination
- Specialized Therapies
- Service Transition
- Supported Employment and Vocational Training
- Pre Admission Screening and Resident Review (PASRR) Services to people living in and transitioning out of Nursing Facilities
- Community First Choice (CFC)
- Assessments

Target Population to be served:

- > Adults and children with IDD diagnosis in Austin/Travis County
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,782,029.00

3. Behavioral Health - HHSC funds programs that provide critical safety net and authority services for adults and children with behavioral health needs. ATCIC provides an array of behavioral health services to adults diagnosed with significant functional limitations, primarily with schizophrenia, bipolar and major depressive disorders. These illnesses are typically persistent, severe and may be accompanied by a substance use disorder. Treatment at ATCIC is uniquely designed in collaboration with the individual, family and other support services in a caring and positive environment. Adult services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Assertive community treatment team
- Co-occurring psychiatric and substance use disorders treatment
- Continuity of care for state mental health facilities
- Homeless services
- Housing coordination
- Individual counseling
- Individual and group rehabilitation skills training
- Integrated mental health services in a primary care setting
- Jail diversion program
- Medication support
- Peer recovery and support services
- Supported employment
- Supported housing
- Pre Admission Screening and Resident Review (PASRR)

Child and Family Services in the HHSC Performance Contract include:

- Eligibility, determination and intake
- Aftercare services
- Case management and service coordination
- Counseling for individuals, families and groups
- Crisis intervention and management
- Detention, home, school and community visits
- Family support and education
- Intensive in-home services
- Living skills training
- Medication management
- Nursing services
- Parent-skills training
- Youth Empowerment Services (YES waiver)
- Service transition
- Transportation

Crisis Services

ATCIC has the ability to respond to community and individual crisis situations in a variety of ways. Crisis services are interventions in response to a psychiatric crisis in order to reduce symptoms of severe and persistent mental illness or emotional disturbance and prevent admission of an individual or client to an inpatient setting, jail or emergency department.

Crisis services include:

- 24/7 Crisis Hotline
- Inpatient hospitalization
- Mobile crisis outreach team (MCOT)
- Psychiatric emergency services
- Crisis respite and transitional services
- Short-term residential crisis services (The INN)
- Crisis residential hospital and jail diversion program (specialty co-occurring substance use and mental health treatment)

Target Population to be served:

ATCIC uses available resources to provide services, directly or through contract, to target the needs of persons in the population as described below in Travis County:

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,782,029.00

- > Priority population with behavioral health and/or developmental disabilities (including substance use)
- > Priority and target populations as defined by state, local federal and private funders
- > Other populations, as determined by ATCIC's Board of Trustees, that meet community needs
- > Children with multiple needs who are part of the Children's Integrated Funding Initiative
- > Other disabled or populations with related conditions determined to be in need of ATCIC services
- > Other disabled or populations as part of demonstration projects or other study groups to acquire and/or demonstrate best practices
- > Consumer program and financial eligibility shall be determined by criteria established by DSHS with respect to services to be provided

4. Early Childhood Intervention (ECI) – HHSC Early Childhood Intervention dollars provide for intervention strategies and services for children 0-3 with special diagnosis. The Infant Parent Program (IPP) serves children from birth to 36 months who have a developmental delay or diagnosed physical condition that has a high probability of resulting in a developmental delay. ECI focuses on family, respects the rights of parents and provides services within the family's natural, everyday routines and environments. When a child qualifies for services, a team of service professionals and the child's parent or legal guardian develops an individualized family services plan. Services may include speech, physical and occupational therapy, developmental services, eligibility determination and intake, service coordination, nutrition and audiological services.

Target Population to be served:

Children from birth to 36 months who

- > Have a medically diagnosed physical condition that has a high probability of resulting in developmental delay and who have a documented need for early intervention services
- > Have a developmental delay OR exhibit atypical development AND reside in IPP-ECI service area
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services provided

5. HHSC PATH – HHSC PATH programs address various strategies to engage homeless individuals in Austin. PATH / ACCESS is a federally funded program designed to provide active outreach to areas where individuals are homeless and disenfranchised. Specialists work to develop an honest, helpful relationship towards a consumer-directed plan. The program has six outreach and engagement specialists, two psychiatrists, a certified medical assistant and a licensed clinical supervisor linking consumers with established mainstream services and resources. The length of service in the PATH / ACCESS program varies based on individual needs.

Target Population to be served:

- > Adult homeless population
- > Consumer program and financial eligibility shall be determined by criteria established by HHSC with respect to the services to be provided

6. HUD Fresh Start (Supported Housing) – This project serves individuals who are experiencing chronic homelessness and have been diagnosed with mental illness, substance use disorders, and physical health conditions. Priority is given to individuals identified by the shelter system, the Criminal Justice System and other emergency service providers as high users of emergency and crisis services. Staffing ratio is 1:15. ATCIC will provide supportive services such as housing based case management with a focus on housing stability and a holistic approach on general wellness and recovery. Housing placement will be on scattered site units identified in the community. The program will utilize a Housing First approach. Therefore, housing placement and supportive services will be provided soon after the consumer chooses the service and placement is available.

Target Population to be served:

- > Adult 100% chronically homeless population

ADDITIONAL REQUIREMENTS

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Program Work Statement

Contract Start Date 10/1/2016 **Contract End Date** 9/30/2017 **Total Amount** \$1,782,029.00

Quarterly Program Performance (QPP) reporting
Due 1/15/17, 4/15/17, 7/15/17, 10/15/17

Quarterly Zip Code & Demographics (QZD) reporting
Due 1/15/17, 4/15/17, 7/15/17, 10/15/17

Mid-Year Spending Plan
Due after submission of March Payment Request

Administrative & Fiscal Review
Due May 31, 2017

Contract Progress Report
Due 60 days after annual Agreement period End Date

Contract Closeout Report
Due 60 days after termination or expiration of Agreement

Contract Deliverables

<i>Deliverable Description</i>	<i>Due</i>	<i>Supporting Documentation Required</i>	<i>Payment Amount</i>
Monthly Expenditure Reports and Payment Requests for Match of grant expenses for programs #2, 3, 4, 5, and 6 listed in Statement of Work, above		Monthly financial documentation uploaded into Expenditure Report in CTK for: Aggregate total of grant expenses for each program listed in Statement of Work (#2,3,4,5,6) above, with Match percentage breakdown. Annual Grant Match payment not to exceed \$1,318,205. Due by 5pm on the 15th of each month following the calendar month of expenses.	\$1,318,205.00
Local Community Planning (LCP) Update #1	11/15/2016	LCP Update Requirements - Regular update of planning, program evaluation/impact, and resource development activities and outcomes that pertain to the services leveraged in this agreement - Regular update on any resource development activities that result in addressing community service gaps and needs (Upload into Expenditure Report in CTK)	\$25,000.00

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Last Modified, If Applicable 10/31/2016 10:47:00 AM

Program Work Statement

Contract Start Date	10/1/2016	Contract End Date	9/30/2017	Total Amount	\$1,782,029.00
Outreach & Prevention (O&P) Update #1	12/15/2016	O&P Update Requirements		\$25,000.00	
		- Regular update on any events that engage the public in prevention and/or health and wellness -- such as anti-stigma and tobacco free campaigns, addressing workforce shortage, integrated health care, cultural competency practice, Mental Health First Aid Training -- with an annual goal of 20 events (Upload into Expenditure Report in CTK)			
Disaster Preparedness & Response (DP&R) Update #1	1/15/2017	DP&R Update Requirements		\$50,000.00	
		- Regular update that lists the dates, interventions and results of any activities involving the agency's responsiveness to behavioral health crisis or community disaster -- such as post-vention services after a suicide, displacement of individuals, etc. (Upload into Expenditure Report in CTK)			
Local Community Planning (LCP) Update #2	2/15/2017	same as LCP Update Requirements above		\$25,000.00	
MAIN Annual Report	2/15/2017	Annual Report includes Outcomes (Upload into January's Expenditure Report in CTK, due February 15th)		\$163,824.00	
Outreach & Prevention (O&P) Update #2	3/15/2017	same as O&P Update Requirements above		\$25,000.00	
Local Community Planning (LCP) Update #3	5/15/2017	same as LCP Update Requirements above		\$25,000.00	
Outreach & Prevention (O&P) Update #3	6/15/2017	same as O&P Update Requirements above		\$25,000.00	
Disaster Preparedness & Response (DP&R) Update #2	7/15/2017	same as DP&R Update Requirements above		\$50,000.00	
Local Community Planning (LCP) Update #4	8/15/2017	same as LCP Update Requirements above		\$25,000.00	
Outreach & Prevention (O&P) Update #4	9/15/2017	same as O&P Update Requirements above		\$25,000.00	

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of November, 2016

CONTRACTOR
Authorized
Signature

Title

HCIC
[Signature]
CEO